

FILED

2008 JUN 27 AM 11:15

U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIABY KMA DEPUTY

1 Timothy J. Silverman, Esq. [SBN 145264]  
 2 SOLOMON, GRINDLE, SILVERMAN & SPINELLA,  
 3 A Professional Corporation  
 4 12651 High Bluff Drive, Suite 300  
 5 San Diego, CA 92130  
 Telephone: (858) 793-8500  
 Facsimile: (858) 793-8263

6  
 7  
 8 Attorneys for Defendant,  
 9 CHASE BANK USA NATIONAL ASSOCIATION

10  
 11 UNITED STATE DISTRICT COURT  
 12 SOUTHERN DISTRICT OF CALIFORNIA

13 MARIA Y. VILLASENOR, individually and ) Case No: '08 CV 1152 LAB BLM  
 14 as Successor in Interest of MARCO A. )  
 15 VILLASENOR, deceased, )  
 Plaintiff, )  
 -vs- )  
 16 CHASE BANK USA NATIONAL )  
 17 ASSOCIATION, a corporation, which also )  
 does business as Chase and Chase Mastercard )  
 and Chase Advantage, and DOES 1 through )  
 10, inclusive; )  
 Defendants. )

18 )  
 19 )  
 20 )  
 21 )  
 22 )  
 23 )  
 24 )  
 25 )  
 26 )  
 27 )  
 28 )

NOTICE OF REMOVAL

[28 U.S.C. §1446]

Defendant CHASE BANK USA NATIONAL ASSOCIATION, a corporation, which also does business as Chase and Chase Mastercard and Chase Advantage ("Defendant") respectfully submits its Notice of Removal of the action filed in the Superior Court of the State of California for the County of San Diego, Case No. 37-2008-00084503-CU-CO-CTL, to the United States District Court for the Southern District of California, pursuant to 28 U.S.C. §1446.

///  
 ///  
 ///

VIA FAX

1 Pursuant to 28 U.S.C. §1332(a)(1), the Defendant is entitled to remove the state court action  
2 because Plaintiff (citizen of California) and Defendant (citizen of Delaware) have diversity of citizenship  
3 and the amount in controversy on the face of the complaint exceeds \$75,000.

4 A true and correct copy of the complaint is attached hereto as Exhibit "1" and is incorporated  
5 herein by reference.

6 Dated: May 22, 2008

Respectfully submitted,

7 SOLOMON, GRINDLE, SILVERMAN &  
8 SPINELLA APC

9 By: 

10 TIMOTHY J. SILVERMAN, ESQ.  
11 Attorneys for Plaintiff, CHASE BANK USA  
12 NATIONAL ASSOCIATION

13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**CT CORPORATION**  
A WoltersKluwer Company

**Service of Process  
Transmittal**

05/28/2008  
CT Log Number 513468932



**TO:** Carl Del Vecchio  
JPMorgan Chase Bank, N.A.  
1 Chase Manhattan Plaza - 20th Floor, Legal Department  
New York, NY 10081

**RE:** **Process Served in California**

**FOR:** Chase Bank USA NA (Domestic State: N/A)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** Maria Y. Villasenor, individually and as Successor in Interest of Marco A. Villasenor, deceased, Pltf. vs. Chase Bank USA National Association, etc., et al., Dfts.  
*Name discrepancy noted.*

**DOCUMENT(S) SERVED:** Letter, Notice and Acknowledgment of Receipt, Summons, Complaint, Declaration, Certificate, Notice, Stipulation Form, Notice, Cover Sheet

**COURT/AGENCY:** Superior Court, County of San Diego, CA  
Case # 37200800084603CUCTL

**NATURE OF ACTION:** Breach of Contract - Failure to pay the monthly life insurance premium

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Los Angeles, CA

**DATE AND HOUR OF SERVICE:** By Regular Mail on 05/28/2008 postmarked: "Not Post Marked"

**APPEARANCE OR ANSWER DUE:** Within 20 days from date of mailing dated May 23, 2008 - Complete acknowledgment form and return // Within 30 days after service - file an answer

**ATTORNEY(S) / SENDER(S):** Sergio Feria  
Attorney at Law  
226 Broadway, Suite 1720  
San Diego, CA 92101  
619-234-8787

**REMARKS:** Service was made by mail under Section 415.30 of the California Code of Civil Procedure. Enclosed is a Notice and Acknowledgment of Receipt of Summons and Complaint for your consideration. Please be aware that C T Corporation does not sign on behalf of your company.

**ACTION ITEMS:** CT has retained the current log, Retain Date: 05/28/2008, Expected Purge Date: 06/02/2008  
Image SOP - Page(s): 20  
Email Notification, Legal Papers Served legal.papers.served@jpmchase.com  
CC Recipient(s)  
Teresa Goldberg, via Customer Pick-up

**SIGNED:** C T Corporation System  
**PER:** Nancy Flores  
**ADDRESS:** 818 West Seventh Street  
Los Angeles, CA 90017  
**TELEPHONE:** 213-337-4615

Page 1 of 1 / BF

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

**EXHIBIT A**

LAW OFFICES OF  
**SERGIO FERIA**  
A PROFESSIONAL CORPORATION  
225 BROADWAY, SUITE 1720  
SAN DIEGO, CALIFORNIA 92101  
TELEPHONE (619) 234-8787  
FACSIMILE (619) 234-8509  
sergioferia@ferialaw.net

May 23, 2008

CT Corporation System  
818 West Seventh Street  
Los Angeles, CA 90017

Re: Maria Y. Villaseñor v. Chase Bank USA National Association, et al  
SDSC Case Number : 37-2008-00084503-CU-CO-CTL

Dear Sir or Madame:

You have been identified as the agent for service of process for Chase Bank USA National Association.

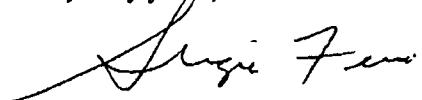
Enclosed with this letter you will find the following documents:

1. Summons
2. Complaint for Damages (Breach of Contract and Negligence)
3. Declaration of Maria Y. Villaseñor to Commence Action as Successor in Interest of Marco A. Villaseñor
4. Notice of Case Assignment
5. Stipulation to Alternative Dispute Resolution Process
6. Notice to Litigants/ADR Information Package
7. Civil Case Cover Sheet
8. Notice and Acknowledgment of Receipt

Please execute the Notice and Acknowledgment of Receipt and promptly return this document to my office in the enclosed self addressed stamped envelope.

If you have any comments or questions, feel free to contact the undersigned.

Very truly yours,



Sergio Feria  
SF/la  
Enclosures

POS-015

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Sergio Feria, Esq.</b> Law Offices of Sergio Feria (SBN: 105704) 225 Broadway Suite 1720 San Diego, CA 92101 TELEPHONE NO: (619) 234-8787 FAX NO. (Optional): (619) 234-8509 E-MAIL ADDRESS (Optional): <a href="mailto:sergioferia@ferialaw.net">sergioferia@ferialaw.net</a> ATTORNEY FOR (Name): Plaintiff, Maria Y. Villasenor		FOR COURT USE ONLY
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</b> San Diego STREET ADDRESS: 330 West Broadway MAILING ADDRESS: (Same) CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Hall of Justice		
<b>PLAINTIFF/PETITIONER:</b> Maria Y. Villasenor, individually and as Successor in Interest of Marco A. Villasenor, deceased  <b>DEFENDANT/RESPONDENT:</b> Chase Bank USA National Association, a corporation, which also does business as Chase and Chase Mastercard and Chase Advantage		
<b>NOTICE AND ACKNOWLEDGMENT OF RECEIPT—CIVIL</b>		CASE NUMBER: 37-2008-00084503-CU-CTL

TO (insert name of party being served): Chase Bank USA National Association**NOTICE**

The summons and other documents identified below are being served pursuant to section 415.30 of the California Code of Civil Procedure. Your failure to complete this form and return it within 20 days from the date of mailing shown below may subject you (or the party on whose behalf you are being served) to liability for the payment of any expenses incurred in serving a summons on you in any other manner permitted by law.

If you are being served on behalf of a corporation, an unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. If you return this form to the sender, service of a summons is deemed complete on the day you sign the acknowledgment of receipt below.

Date of mailing: May 23, 2008

Sergio Feria, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)

**ACKNOWLEDGMENT OF RECEIPT**

This acknowledges receipt of (to be completed by sender before mailing):

1.  A copy of the summons and of the complaint.
2.  Other: (specify): Declaration of Maria Y. Villaseñor to Commence Action as Successor in Interest of Marco A. Villaseñor; Notice of Case Assignment; Stipulation to Alternative Dispute Resolution Process; Notice to Litigants/ADR Information Package; Civil Case Cover Sheet

(To be completed by recipient):

Date this form is signed:

(TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY,  
ON WHOSE BEHALF THIS FORM IS SIGNED)(SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF  
ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)

**SUMMONS**  
**(CITACIÓN JUDICIAL)**

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**

CHASE BANK USA NATIONAL ASSOCIATION, a corporation, which also does business as Chase and Chase Mastercard and Chase Advantage, and DOES 1 through 10, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:**  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

MARIA Y. VILLASENOR, individually and as Successor in Interest of MARCO A. VILLASENOR, deceased

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corto y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.courtinfo.ca.gov/selfhelp/espanol](http://www.courtinfo.ca.gov/selfhelp/espanol)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte lo podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.courtinfo.ca.gov/selfhelp/espanol](http://www.courtinfo.ca.gov/selfhelp/espanol)) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:  
(El nombre y dirección de la corte es):  
Superior Court of California  
330 West Broadway  
(Same)

San Diego, CA 92101  
Hall of Justice

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Sergio Feria, Esq.

Law Offices of Sergio Feria (SBN: 105704)  
225 Broadway, Ste. 1720  
San Diego, CA 92101

DATE:  
(Fecha)

2008-06-27

Clerk, by \_\_\_\_\_  
(Secretario)

T. Hart

Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED: You are served**

1.  as an individual defendant.
2.  as the person sued under the fictitious name of (specify):
3.  on behalf of (specify):

under:  CCP 416.10 (corporation)

CCP 416.60 (minor)

CCP 416.20 (defunct corporation)

CCP 416.70 (conservatee)

CCP 416.40 (association or partnership)

CCP 416.90 (authorized person)

other (specify):

4.  by personal delivery on (date):

1 SERGIO FERIA SBN 105704  
2 Attorney at Law  
225 Broadway, Suite 1720  
3 San Diego, California 92101  
4 619.234.8787 Telephone  
619.234.8509 Facsimile

5 Attorneys for Plaintiffs  
6

7  
8 SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF SAN DIEGO

10 MARIA Y. VILLASENOR, individually and  
11 as Successor in Interest of MARCO A.  
12 VILLASENOR, deceased

13 Plaintiffs.

14 vs.  
15 CHASE BANK USA NATIONAL  
16 ASSOCIATION, a corporation, which also  
17 does business as Chase and Chase Mastercard  
and Chase Advantage, and DOES 1 through  
10, inclusive,

19 Defendants.

Case No. 3:08-cv-01152-LAB-BLM

COMPLAINT FOR DAMAGES

- 1) BREACH OF CONTRACT
- 2) NEGLIGENCE

UNLIMITED CIVIL

THE PARTIES

23 1. Plaintiff Maria Y. Villasenor (hereinafter referred to as "plaintiff") at all times herein  
24 mentioned was and is a resident of the County of San Diego, State of California. Plaintiff is the  
25 surviving spouse and heir of decedent Marco A. Villasenor (hereinafter referred to as "decedent")  
who died on June 17, 2007. Plaintiff, the surviving spouse, would be entitled to the property of the

1 decedent under the laws of intestate succession. Persons of this degree of kinship would be entitled  
2 to the property of the decedent by intestate succession pursuant to the provisions of California  
3 Probate Code section 6402 (b). Plaintiff is decedent's successor in interest pursuant to California  
4 Code of Civil Procedure section 377.32.

5 2. Defendant Chase Bank USA National Association, who also does business as Chase and Chase  
6 Mastercard and Chase Advantage (hereinafter referred to as "defendant") is a corporation, having  
7 its principal place of business in the State of New York, and is authorized to do business by virtue of  
8 the laws of the State of California and regularly conducts substantial business in the State of  
9 California, County of San Diego.

10 3. Venue is proper in this Court pursuant to California Code of Civil Procedure section 395  
11 because the defendant has banks, regularly conducts business, issues credit cards, makes loans,  
12 enters into contracts, and entered into an oral agreement with the plaintiff and the decedent Marco  
13 A. Villasenor in the State of California, County of San Diego. The oral agreement was to be  
14 performed by the defendant, the plaintiff, and the decedent in San Diego County and was  
15 performed until it was breached by the defendant as specifically alleged in this complaint.

16 4. Plaintiff is ignorant of the true names and capacities of defendants Does 1-10, inclusive, and  
17 therefore sues said defendants by such fictitious names. Plaintiff will amend this complaint to  
18 allege their true names and capacities when ascertained. Each defendant is the agent of the other or  
19 is an affiliated subsidiary or parent company of each of the defendants. Plaintiffs allege that each of  
20 defendants named as a Doe was in some manner responsible for the acts and omissions alleged  
21 herein, and plaintiff will ask leave to amend this complaint to allege such name, capacity and  
22 responsibility when that information is ascertained. Plaintiff further alleges that the defendants, and  
23

1 each of them, at all times herein mentioned were acting in the course and scope of their employment  
2 with each of the defendants.

3  
4  
5

6 **FIRST CAUSE OF ACTION FOR BREACH OF ORAL CONTRACT**  
7 (Against All Defendants)

8 5. Plaintiff's reallege and incorporate herein by reference the allegations of paragraphs 1 through 4,  
9 inclusive, as though fully set forth herein.

10 6. Decedent Marco A. Villasenor and plaintiff were long time clients of defendants, and each of  
11 them, and regularly used defendants Chase Mastercard credit card for purchases. Prior to April  
12 2004, decedent Marco A. Villasenor agreed with defendants, and each of them, that defendants  
13 could electronically or otherwise transfer from the plaintiff's and decedents checking account at  
14 California Bank and Trust any amount of money that was necessary or sufficient to make all  
15 minimum payments required to be made by plaintiff and decedent on their Chase Mastercard  
16 account, including the timely monthly payment of the life insurance premium to The Hartford Life  
17 Insurance Company. These money transfers were to be applied as payments to plaintiff's and  
18 decedents Chase Mastercard credit card account in order to keep the Chase Mastercard credit card  
19 account current and the life insurance policy in force for the benefit of each of the defendants and  
20 the plaintiff and decedent. In 2007, the life insurance monthly premium was \$22.67. Plaintiff  
21 Maria Y. Villasenor was and is the beneficiary of the Hartford Life Insurance Policy. The life  
22 insurance policy insured the life of decedent Marco A. Villasenor. The face value of the life  
23 insurance policy was the sum of \$100,000.00. This agreement was entered into with the express  
24 and/or incidental intent and desire to benefit Maria Y. Villasenor, the wife of the decedent Marco  
25  
26  
27

1 A. Villasenor and the express beneficiary of the life insurance policy. By this agreement,  
2 defendants, and each of them, were assured of receiving monthly payments from plaintiff and  
3 decedent directly from plaintiffs and decedents bank account.

4 7. From at least April 2004, the above agreement was performed by both plaintiff and defendants,  
5 and each of them on a monthly basis. Plaintiff and decedent have performed and fulfilled all of  
6 their obligations and satisfied all conditions under the agreement. Beginning April, 2007  
7 defendants, and each of them, breached their agreement to pay, via plaintiff and decedents Chase  
8 Mastercard, the life insurance premium by failing to pay and or forward the \$22.67 monthly life  
9 insurance premium to The Hartford Insurance Company. However, defendant continued to charge  
10 plaintiff and decedent a monthly late fee of \$39.00. Defendants never notified plaintiff or decedent  
11 of the fact that defendants had failed to pay the monthly life insurance premiums. Plaintiff and  
12 decedent believed that the life insurance premium had been paid by the automatic payment of the  
13 premium via the Chase Mastercard credit card as had been done for many years. As a result of  
14 defendants breach, and without notice to the plaintiff or the decedent, the \$100,000.00 life insurance  
15 policy lapsed.

16 8. On June 17, 2007, Marco A. Villasenor was killed in a traffic accident. Plaintiff Maria Y.  
17 Villasenor, the surviving spouse and beneficiary of the Hartford Life insurance policy, filed her  
18 claim for death benefits with Hartford Life. On August 2, 2007 Hartford Life Insurance Company  
19 denied plaintiff her \$100,000.00 death benefits claiming the policy had lapsed for non payment of  
20 premiums, further stating that the premium for April 2007 was rejected by the bank (Chase) as "do  
21 not honor" and was not paid, resulting in a cancellation effective May 1, 2007.

22  
23  
24  
25  
26  
27

1 9. As a result of defendants breach in failing to pay the monthly life insurance premium as agreed,  
2 plaintiff has been damaged in the sum of \$100,000.00, the face value of The Hartford life insurance  
3 policy.

4

5

6

7

8 **SECOND CAUSE OF ACTION FOR NEGLIGENCE**  
9 (Against All Defendants)

10 10. Plaintiffs reallege and incorporate herein by reference the allegations of paragraphs 1 through 9,  
11 inclusive, as though fully set forth herein.

12 11. On or about April 2004 and continuing through 2007, defendants and each of them owed a  
13 duty of care to plaintiff's to pay the monthly life insurance premium directly to The Hartford Life  
14 Insurance Company through the plaintiffs and decedents Chase Mastercard. Defendants, and each  
15 of them, breached their duty of care by failing to pay the monthly life insurance premiums  
16 beginning in April 2007, as alleged in this complaint, causing the policy to lapse.

17 12. As a direct, legal and proximate cause of the breach of their duty of care, by defendants, and  
18 each of them, has caused the plaintiff to suffer losses, harm, emotional distress, and other losses  
19 including the loss of the \$100,000.00 life insurance benefit on the life of decedent spouse Marco A.  
20 Villasenor, who died on June 17, 2007, from The Hartford Life Insurance Company.

21

22 **PRAYER**

23 Wherefore, Plaintiffs pray for judgment against defendants, and each of them, Docs 1  
24 through 10 jointly and severally, as follows:

25 1. For general damages in the amount of \$100,000.00, the value of the life insurance  
26 policy, with interest at the legal rate from the date of denial of the life insurance benefits;

1       2. For special damages in an amount to be proven at the time of trial together with interest  
2 at the maximum legally permissible rate.  
3       3. For attorney's fees and costs incurred.  
4       4. For such other and further relief as the court deems proper.

5  
6 DATED: 5-23-08

  
Sergio Feria  
Attorney for Plaintiffs

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

1 SERGIO FERIA SBN 105704  
2 Attorney at Law  
225 Broadway, Suite 1720  
3 San Diego, California 92101  
4 619.234.8787 Telephone  
4 619.234.8509 Facsimile

7/27/2008 1:16

5 Attorneys for Plaintiffs  
6

7  
8 SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF SAN DIEGO

10 MARIA Y. VILLASENOR, individually and  
11 as Successor in Interest of MARCO A.  
12 VILLASENOR, deceased

Case No: 37-2008-00084503-CU-CO-CTL

13 Plaintiffs.

14 vs.  
15 CHASE BANK USA NATIONAL  
16 ASSOCIATION, a corporation, which also  
17 does business as Chase and Chase Mastercard  
10, inclusive,

18 Defendants.

19  
20  
21  
22  
23  
24  
25

26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
2510  
2511  
2512  
2513  
2514  
2515  
2516  
2517  
2518  
2519  
2520  
2521  
2522  
2523  
2524  
2525  
2526  
2527  
2528  
2529  
2530  
2531  
2532  
2533  
2534  
2535  
2536  
2537  
2538  
2539  
2540  
2541  
2542  
2543  
2544  
2545  
2546  
2547  
2548  
2549  
2550  
2551  
2552  
2553  
2554  
2555  
2556  
2557  
2558  
2559  
2560  
2561  
2562  
2563  
2564  
2565  
2566  
2567  
2568  
2569  
2570  
2571  
2572  
2573  
2574  
2575  
2576  
2577  
2578  
2579  
2580  
2581  
2582  
2583  
2584  
2585  
2586  
2587  
2588  
2589  
2590  
2591  
2592  
2593  
2594  
2595  
2596  
2597  
2598  
2599  
25100  
25101  
25102  
25103  
25104  
25105  
25106  
25107  
25108  
25109  
25110  
25111  
25112  
25113  
25114  
25115  
25116  
25117  
25118  
25119  
25120  
25121  
25122  
25123  
25124  
25125  
25126  
25127  
25128  
25129  
25130  
25131  
25132  
25133  
25134  
25135  
25136  
25137  
25138  
25139  
25140  
25141  
25142  
25143  
25144  
25145  
25146  
25147  
25148  
25149  
25150  
25151  
25152  
25153  
25154  
25155  
25156  
25157  
25158  
25159  
25160  
25161  
25162  
25163  
25164  
25165  
25166  
25167  
25168  
25169  
25170  
25171  
25172  
25173  
25174  
25175  
25176  
25177  
25178  
25179  
25180  
25181  
25182  
25183  
25184  
25185  
25186  
25187  
25188  
25189  
25190  
25191  
25192  
25193  
25194  
25195  
25196  
25197  
25198  
25199  
25200  
25201  
25202  
25203  
25204  
25205  
25206  
25207  
25208  
25209  
25210  
25211  
25212  
25213  
25214  
25215  
25216  
25217  
25218  
25219  
25220  
25221  
25222  
25223  
25224  
25225  
25226  
25227  
25228  
25229  
25230  
25231  
25232  
25233  
25234  
25235  
25236  
25237  
25238  
25239  
25240  
25241  
25242  
25243  
25244  
25245  
25246  
25247  
25248  
25249  
25250  
25251  
25252  
25253  
25254  
25255  
25256  
25257  
25258  
25259  
25260  
25261  
25262  
25263  
25264  
25265  
25266  
25267  
25268  
25269  
25270  
25271  
25272  
25273  
25274  
25275  
25276  
25277  
25278  
25279  
25280  
25281  
25282  
25283  
25284  
25285  
25286  
25287  
25288  
25289  
25290  
25291  
25292  
25293  
25294  
25295  
25296  
25297  
25298  
25299  
252100  
252101  
252102  
252103  
252104  
252105  
252106  
252107  
252108  
252109  
252110  
252111  
252112  
252113  
252114  
252115  
252116  
252117  
252118  
252119  
252120  
252121  
252122  
252123  
252124  
252125  
252126  
252127  
252128  
252129  
252130  
252131  
252132  
252133  
252134  
252135  
252136  
252137  
252138  
252139  
252140  
252141  
252142  
252143  
252144  
252145  
252146  
252147  
252148  
252149  
252150  
252151  
252152  
252153  
252154  
252155  
252156  
252157  
252158  
252159  
252160  
252161  
252162  
252163  
252164  
252165  
252166  
252167  
252168  
252169  
252170  
252171  
252172  
252173  
252174  
252175  
252176  
252177  
252178  
252179  
252180  
252181  
252182  
252183  
252184  
252185  
252186  
252187  
252188  
252189  
252190  
252191  
252192  
252193  
252194  
252195  
252196  
252197  
252198  
252199  
252200  
252201  
252202  
252203  
252204  
252205  
252206  
252207  
252208  
252209  
252210  
252211  
252212  
252213  
252214  
252215  
252216  
252217  
252218  
252219  
252220  
252221  
252222  
252223  
252224  
252225  
252226  
252227  
252228  
252229  
252230  
252231  
252232  
252233  
252234  
252235  
252236  
252237  
252238  
252239  
252240  
252241  
252242  
252243  
252244  
252245  
252246  
252247  
252248  
252249  
252250  
252251  
252252  
252253  
252254  
252255  
252256  
252257  
252258  
252259  
252260  
252261  
252262  
252263  
252264  
252265  
252266  
252267  
252268  
252269  
252270  
252271  
252272  
252273  
252274  
252275  
252276  
252277  
252278  
252279  
252280  
252281  
252282  
252283  
252284  
252285  
252286  
252287  
252288  
252289  
252290  
252291  
252292  
252293  
252294  
252295  
252296  
252297  
252298  
252299  
252300  
252301  
252302  
252303  
252304  
252305  
252306  
252307  
252308  
252309  
252310  
252311  
252312  
252313  
252314  
252315  
252316  
252317  
252318  
252319  
252320  
252321  
252322  
252323  
252324  
252325  
252326  
252327  
252328  
252329  
252330  
252331  
252332  
252333  
252334  
252335  
252336  
252337  
252338  
252339  
252340  
252341  
252342  
252343  
252344  
252345  
252346  
252347  
252348  
252349  
252350  
252351  
252352  
252353  
252354  
252355  
252356  
252357  
252358  
252359  
252360  
252361  
252362  
252363  
252364  
252365  
252366  
252367  
252368  
252369  
252370  
252371  
252372  
252373  
252374  
252375  
252376  
252377  
252378  
252379  
252380  
252381  
252382  
252383  
252384  
252385  
252386  
252387  
252388  
252389  
252390  
252391  
252392  
252393  
252394  
252395  
252396  
252397  
252398  
252399  
252400  
252401  
252402  
252403  
252404  
252405  
252406  
252407  
252408  
252409  
252410  
252411  
252412  
252413  
252414  
252415  
252416  
252417  
252418  
252419  
252420  
252421  
252422  
252423  
252424  
252425  
252426  
252427  
252428  
252429  
252430  
252431  
252432  
252433  
252434  
252435  
252436  
252437  
252438  
252439  
252440  
252441  
252442  
252443  
252444  
252445  
252446  
252447  
252448  
252449  
252450  
252451  
252452  
252453  
252454  
252455  
252456  
252457  
252458  
252459  
252460  
252461  
252462  
252463  
252464  
252465  
252466  
252467  
252468  
252469  
252470  
252471  
252472  
252473  
252474  
252475  
252476  
252477  
252478  
252479  
252480  
252481  
252482  
252483  
252484  
252485  
252486  
252487  
252488  
252489  
252490  
252491  
252492  
252493  
252494  
252495  
252496  
252497  
252498  
252499  
252500  
252501  
252502  
252503  
252504  
252505  
252506  
252507  
252508  
252509  
252510  
252511  
252512  
252513  
252514  
252515  
252516  
252517  
252518  
252519  
252520  
252521  
252522  
252523  
252524  
252525  
252526  
252527  
252528  
252529  
252530  
252531  
252532  
252533  
252534  
252535  
252536  
252537  
252538  
252539  
252540  
252541  
252542  
252543  
252544  
252545  
252546  
252547  
252548  
252549  
252550  
252551  
252552  
252553  
252554  
252555  
252556  
252557  
252558  
252559  
252560  
252561  
252562  
252563  
252564  
252565  
252566  
252567  
252568  
252569  
252570  
252571  
252572  
252573  
252574  
252575  
252576  
252577  
252578  
252579  
252580  
252581  
252582  
252583  
252584  
252585  
252586  
252587  
252588  
252589  
252590  
252591  
252592  
252593  
252594  
252595  
252596  
252597  
252598  
252599  
252600  
252601  
252602  
252603  
252604  
252605  
252606  
252607  
252608  
252609  
252610  
252611  
252612  
252613  
252614  
252615  
252616  
252617  
252618  
252619  
252620  
252621  
252622  
252623  
252624  
252625  
252626  
252627  
252628  
252629  
252630  
252631  
252632  
252633  
252634  
252635  
252636  
252637  
252638  
252639  
252640  
252641  
252642  
252643  
252644  
252645  
252646  
252647  
252648  
252649  
252650  
252651  
252652  
252653  
252654  
252655  
252656  
252657  
252658  
252659  
252660  
252661  
252662  
252663  
252664  
252665  
252666  
252667  
252668  
252669  
252670  
252671  
252672  
252673  
252674  
252675  
252676  
252677  
252678  
252679  
252680  
252681  
252682  
252683  
252684  
252685  
252686  
252687  
252688  
252689  
252690  
252691  
252692  
252693  
252694  
252695  
252696  
252697  
252698  
252699  
252700  
252701  
252702  
252703  
252704  
252705  
252706  
252707  
252708  
252709  
252710  
252711  
252712  
252713  
252714  
252715  
252716  
252717  
252718  
252719  
252720  
252721  
252722  
252723  
252724  
252725  
252726  
252727  
252728  
252729  
252730  
252731  
252732  
252733  
252734  
252735  
252736  
252737  
252738  
252739  
252740  
252741  
252742  
252743  
252744  
252745  
252746  
252747  
252748  
252749  
252750  
252751  
252752  
252753  
252754  
252755  
252756  
252757  
252758  
252759  
252760  
252761  
252762  
252763  
252764  
252765  
252766  
252767  
252768  
252769  
252770  
252771  
252772  
252773  
252774  
252775  
252776  
252777  
252778  
252779  
252780  
252781  
252782  
252783  
252784  
252785  
252786  
252787  
252788  
252789  
252790  
252791  
252792  
252793  
252794  
252795  
252796  
252797  
252798  
252799  
252800  
252801  
252802  
252803  
252804  
252805  
252806  
252807  
252808  
252809  
252810  
252811  
252812  
252813  
252814  
252815  
252816  
252817  
252818  
252819  
252820  
252821  
252822  
252823  
252824  
252825  
252826  
252827  
252828  
252829  
252830  
252831  
252832  
252833  
252834  
252835  
252836  
252837  
252838  
252839  
252840  
252841  
252842  
252843  
252844  
252845  
252846  
252847  
252848  
252849  
252850  
252851  
252852  
252853  
252854  
252855  
252856  
252857  
252858  
252859  
252860  
252861  
252862  
252863  
252864  
252865  
252866  
252867  
252868  
252869  
252870  
252871  
252872  
252873  
252874  
252875  
252876  
252877  
252878  
252879  
252880  
252881  
252882  
252883  
252884  
252885  
252886  
252887  
252888  
252889  
252890  
252891  
252892  
252893  
252894  
252895  
252896  
252897  
252898  
252899  
252900  
252901  
252902  
252903  
252904  
252905  
252906  
252907  
252908  
252909  
252910  
252911  
252912  
252913  
252914  
252915  
252916  
252917  
252918  
252919  
252920  
252921  
252922  
252923  
252924  
252925  
252926  
252927  
252928  
252929  
252930  
252931  
252932  
252933  
252934  
252935  
252936  
252937  
252938  
252939  
252940  
252941  
252942  
252943  
252944  
252945  
252946  
252947  
252948  
252949  
252950  
252951  
252952  
252953  
252954  
252955  
252956  
252957  
252958  
252959  
252960  
252961  
252962  
252963  
252964  
252965  
252966  
252967  
252968  
252969  
252970  
252971  
252972  
252973  
252974  
252975  
252976  
252977  
252978  
252979  
252980  
252981  
252982  
252983  
252984  
252985  
252986  
252987  
252988  
252989  
252990  
252991  
252992  
252993  
252994  
252995  
252996  
252997  
252998  
252999  
252100  
252101  
252102  
252103  
252104  
252105  
252106  
252107  
252108  
252109  
252110  
252111  
252112  
252113  
252114  
252115  
252116  
252117  
252118  
252119  
252120  
252121  
252122  
252123  
252124  
252125  
252126  
252127  
252128  
252129  
252130  
252131  
252132  
252133  
252134  
252135  
252136  
252137  
252138  
252139  
252140  
252141  
252142  
252143  
252144  
252145  
252146  
252147  
252148  
252149  
252150  
252151  
252152  
252153  
252154  
25215

1 2007, in San Diego, California. I am his surviving wife.

2 3. A certified copy of the decedent's death certificate is attached hereto as Exhibit 1 and  
3 incorporated by reference.

4 4. No proceeding is now pending in California for administration of the decedent's  
5 estate.

7 5. I am the decedent's successor in interest, as defined in section 377.11 of the California  
8 Code of Civil Procedure, and succeed to the decedent's interest in the action in that I am a  
9 beneficiary of the deceased's estate.

10 6. No other person has a superior right to commence the action or proceeding or to be  
11 substituted for the decedent in the pending action or proceeding.

13 *I declare under penalty of perjury under the laws of the State of California that the*  
14 *foregoing is true and correct.*

21 DATED: 5-23-08

Maria J. Villaseñor  
22 MARIA J. VILLASEÑOR

## CERTIFICATION OF VITAL RECORD

## COUNTY OF SAN DIEGO

## CERTIFICATE OF DEATH

3200737009364

STATE FILE NUMBER		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT - FIRST (Given) MARCO		2. MIDDLE ANTONIO	
3. LAST VILLASENOR		4. DATE OF BIRTH 01/13/1970	
5. AGE IN 37		6. PLACE OF DEATH Marinero	
7. DEATH STATE/FOREIGN COUNTRY CA		8. AGE TIME 0000	
9. SOCIAL SECURITY NUMBER 003-01-6801		10. MARITAL STATUS MARRIED	
11. EDUCATION - HIGH SCHOOL HS GRADUATE		12. DECEASED'S RACE - Up to 5 races may be listed (see instructions on back) WHITE	
13. OCCUPATION - Type of work for most of yr. DONOT USE RETIRED TRUCK DRIVER		14. FIELD OF BUSINESS OR INDUSTRY (I.E., PROFESSION, TRADE, BUSINESS, OCCUPATION, ETC.) TRUCKING COMPANY	
15. DECEASED'S RESIDENCE (Street and number or location) 25275 POTRERO VALLEY RD SP 228		16. YEARS IN OCCUPATION 4	
17. CITY POTRERO		18. COUNTY/PROVINCE SAN DIEGO	
19. ZIP CODE 91963		20. YEARS IN COUNTY 8	
21. STATE/FOREIGN COUNTRY CA		22. INFORMANT'S NAME, RELATIONSHIP MARIA Y VILLASENOR, WIFE	
23. NAME OF SURVIVING SPOUSE - FIRST MARIA		24. MIDDLE YOLANDA	
25. NAME OF FATHER - FIRST LUIS		26. LAST VILLASENOR	
27. NAME OF MOTHER - FIRST CELIA		28. LAST NAME MEDINA	
29. DEPOSITION DATE 06/19/2007		30. PLACE OF DEATH PANTEON MUNICIPAL TECATE B.C., MX	
31. TYPE OF DEATH CERT TRIBU		32. SIGNATURE OF EXAMINER JOHN Q. RODRIGUEZ	
33. NAME OF FUNERAL ESTATE/CHAPLAIN FUNERARIA AZTLAN MORTUARY SVC		34. LICENSE NUMBER FD1658	
35. PLACE OF DEATH PALOMAR MEDICAL CENTER		36. SIGNATURE OF LOCAL REGISTRAR WILMA WOOTEN, MD	
37. DEATH CERTIFICATION SAN DIEGO		38. DATE OF DEATH 06/18/2007	
39. CAUSE OF DEATH S246 V185 BLUNT FORCE-INJURIES OF CHEST AND ABDOMEN		40. OTHER THAN HOSPITAL DEATH DATE P X D H M D C O	
41. DEATH REPORTED TO CORONER Rapid		42. DATE OF DEATH 06/18/2007	
43. AUTOPSY INFORMATION X Y N		44. AUTOPSY PERFORMED X Y N	
45. NUMBER OF DEATH CERT S246 V185 NONE		46. DATE OF DEATH NO	
47. OTHER THAN HOSPITAL DEATH DATE NO		48. DATE OF DEATH NO	
49. I CERTIFY THAT THE PLACE OF DEATH IS DECEASED'S RESIDENCE AT THE HOUR, DATE, AND PLACE STATED FROM THE DEATH CERT Obtained Certified Signature Date		50. SIGNATURE AND TITLE OF CERTIFIER John Q. Rodriguez, M.D.	
51. SIGNATURE John Q. Rodriguez, M.D.		52. LICENSE NUMBER 2255	
53. I CERTIFY THAT MY OFFICE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE DEATH CERT Name Signature Date		54. DEATH DATE 06/18/2007	
55. PLACE OF DEATH ROADWAY (INTERSECTION)		56. DEATH DATE 06/18/2007	
57. DECEASED'S DEATH OCCURRED BY VEHICLE DRIVER, PRIVATE PASSENGER VEHICLE, LEFT ROADWAY, STRUCK POLE		58. DEATH DATE 06/18/2007	
59. LOCATION OF DEATH SR 54 AT POTRERO VALLEY ROAD, POTRERO, CA 91963		60. DEATH DATE 06/18/2007	
61. SIGNATURE OF CORONER / DEPUTY CORONER CHRISTOPHER SWALWELL		62. DATE OF DEATH 06/18/2007	
63. STATE REGISTRAR		64. SIGNATURE CHRISTOPHER SWALWELL, MD, DME	
A B C D E		65. FAX AUTH. # 0170700523145	
66. CENSUS TRACT			

\* A01771804 \*

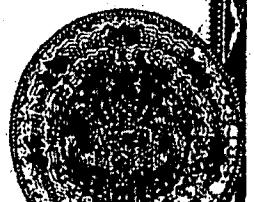
County of San Diego - Department of Health Services - 3851 Rosarito Street. This is to certify that, if bearing the OFFICIAL SEAL OF THE STATE OF CALIFORNIA, the OFFICIAL SEAL OF SAN DIEGO COUNTY AND THEIR DEPARTMENT OF HEALTH SERVICES EMBOSSED SEAL, this is a true copy of the ORIGINAL DOCUMENT FILED. Required fee paid.

Wilma J. Wooten, M.D.  
REGISTRAR OF VITAL RECORDS  
County of San Diego

DATE ISSUED: June 26, 2007



This copy not valid unless prepared on engraved border displaying seal and signature of Registrar



<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b>	
STREET ADDRESS:	330 West Broadway
MAILING ADDRESS:	330 West Broadway
CITY AND ZIP CODE:	San Diego, CA 92101
BRANCH NAME:	Central
TELEPHONE NUMBER:	(619) 685-6025
PLAINTIFF(S) / PETITIONER(S): Maria Y Villasenor	
DEFENDANT(S) / RESPONDENT(S): Chase Bank USA National Association	
VILLASENOR VS. CHASE BANK USA NATIONAL ASSOCIATION	
NOTICE OF CASE ASSIGNMENT	CASE NUMBER: 37-2008-00084503-CU-CO-CTL

Judge: Joan M. Lewis

Department: C-65

COMPLAINT/PETITION FILED: 05/23/2008

**CASES ASSIGNED TO THE PROBATE DIVISION ARE NOT REQUIRED TO COMPLY WITH THE CIVIL REQUIREMENTS LISTED BELOW**

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT).

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

**TIME STANDARDS:** The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil consists of all cases except: Small claims appeals, petitions, and unlawful detainers.

**COMPLAINTS:** Complaints must be served on all named defendants, and a CERTIFICATE OF SERVICE (SDSC CIV-345) filed within 60 days of filing. This is a mandatory document and may not be substituted by the filing of any other document.

**DEFENDANT'S APPEARANCE:** Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than a 15 day extension which must be in writing and filed with the Court.)

**DEFAULT:** If the defendant has not generally appeared and no extension has been granted, the plaintiff must request default within 45 days of the filing of the Certificate of Service.

THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO LITIGATION, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. MEDIATION SERVICES ARE AVAILABLE UNDER THE DISPUTE RESOLUTION PROGRAMS ACT AND OTHER PROVIDERS. SEE ADR INFORMATION PACKET AND STIPULATION.

YOU MAY ALSO BE ORDERED TO PARTICIPATE IN ARBITRATION PURSUANT TO CCP 1141.10 AT THE CASE MANAGEMENT CONFERENCE. THE FEE FOR THESE SERVICES WILL BE PAID BY THE COURT IF ALL PARTIES HAVE APPEARED IN THE CASE AND THE COURT ORDERS THE CASE TO ARBITRATION PURSUANT TO CCP 1141.10. THE CASE MANAGEMENT CONFERENCE WILL BE CANCELLED IF YOU FILE FORM SDSC CIV-359 PRIOR TO THAT HEARING

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO		FOR COURT USE ONLY
STREET ADDRESS: 330 West Broadway		
MAILING ADDRESS: 330 West Broadway		
CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827		
BRANCH NAME: Central		
PLAINTIFF(S): Maria Y Villasenor DBA Marco A Villasenor, deceased		
DEFENDANT(S): Chase Bank USA National Association DBA Chase and Chase Mastercard DBA Chase Advantage		
SHORT TITLE: VILLASENOR VS. CHASE BANK USA NATIONAL ASSOCIATION		
<b>STIPULATION TO ALTERNATIVE DISPUTE RESOLUTION PROCESS (CRC 3.221)</b>		CASE NUMBER: 37-2008-00084503-CU-CO-CTL

Judge: Joan M. Lewis

Department: C-65

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution process. Selection of any of these options will not delay any case management time-lines.

<input type="checkbox"/> Court-Referral Mediation Program	<input type="checkbox"/> Court-Ordered Nonbinding Arbitration
<input type="checkbox"/> Private Neutral Evaluation	<input type="checkbox"/> Court-Ordered Binding Arbitration (Stipulated)
<input type="checkbox"/> Private Mini-Trial	<input type="checkbox"/> Private Reference to General Referee
<input type="checkbox"/> Private Summary Jury Trial	<input type="checkbox"/> Private Reference to Judge
<input type="checkbox"/> Private Settlement Conference with Private Neutral	<input type="checkbox"/> Private Binding Arbitration
<input type="checkbox"/> Other (specify): _____	

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) \_\_\_\_\_

Alternate: (mediation & arbitration only) \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Plaintiff

Name of Defendant

Signature

Signature

Name of Plaintiff's Attorney

Name of Defendant's Attorney

Signature

Signature

(Attach another sheet if additional names are necessary). It is the duty of the parties to notify the court of any settlement pursuant to California Rules of Court, 3.1385. Upon notification of the settlement the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court and all un-served, non-appearing or actions by names parties are dismissed.

**IT IS SO ORDERED.**

Dated: 05/23/2008

JUDGE OF THE SUPERIOR COURT

## SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

CASE NUMBER: 37-2008-00084503-CU-CO-CTL CASE TITLE: Villasenor vs. Chase Bank USA National Association

### NOTICE TO LITIGANTS/ADR INFORMATION PACKAGE

You are required to serve a copy of this Notice to Litigants/ADR Information Package and a copy of the blank Stipulation to Alternative Dispute Resolution Process (received from the Civil Business Office at the time of filing) with a copy of the Summons and Complaint on all defendants in accordance with San Diego Superior Court Rule 2.1.5, Division II and CRC Rule 201.9.

#### ADR POLICY

It is the policy of the San Diego Superior Court to strongly support the use of Alternative Dispute Resolution ("ADR") in all general civil cases. The court has long recognized the value of early case management intervention and the use of alternative dispute resolution options for amenable and eligible cases. The use of ADR will be discussed at all Case Management Conferences. It is the court's expectation that litigants will utilize some form of ADR – i.e. the court's mediation or arbitration programs or other available private ADR options as a mechanism for case settlement before trial.

#### ADR OPTIONS

**1) CIVIL MEDIATION PROGRAM:** The San Diego Superior Court Civil Mediation Program is designed to assist parties with the early resolution of their dispute. All general civil independent calendar cases, including construction defect, complex and eminent domain cases are eligible to participate in the program. Limited civil collection cases are not eligible at this time. San Diego Superior Court Local Rule 2.31, Division II addresses this program specifically. Mediation is a non-binding process in which a trained mediator 1) facilitates communication between disputants; and 2) assists parties in reaching a mutually acceptable resolution of all or part of their dispute. In this process, the mediator carefully explores not only the relevant evidence and law, but also the parties' underlying interests, needs and priorities. The mediator is not the decision-maker and will not resolve the dispute – the parties do. Mediation is a flexible, informal and confidential process that is less stressful than a formalized trial. It can also save time and money, allow for greater client participation and allow for more flexibility in creating a resolution.

**Assignment to Mediation, Cost and Timeliness:** Parties may stipulate to mediation at any time up to the CMC or may stipulate to mediation at the CMC. Mediator fees and expenses are split equally by the parties, unless otherwise agreed. Mediators on the court's approved panel have agreed to the court's payment schedule for county-referred mediation: \$150.00 per hour for each of the first two hours and their individual rate per hour thereafter. Parties may select any mediator, however, the court maintains a panel of court-approved mediators who have satisfied panel requirements and who must adhere to ethical standards. All court-approved mediator fees and other policies are listed in the Mediator Directory at each court location to assist parties with selection. **Discovery:** Parties do not need to conduct full discovery in the case before mediation is considered, utilized or referred. **Attendance at Mediation:** Trial counsel, parties and all persons with full authority to settle the case must personally attend the mediation, unless excused by the court for good cause.

**2) JUDICIAL ARBITRATION:** Judicial Arbitration is a binding or non-binding process where an arbitrator applies the law to the facts of the case and issues an award. The goal of judicial arbitration is to provide parties with an adjudication that is earlier, faster, less formal and less expensive than trial. The arbitrator's award may either become the judgment in the case if all parties accept or if no trial de novo is requested within the required time. Either party may reject the award and request a trial de novo before the assigned judge if the arbitration was non-binding. If a trial de novo is requested, the trial will usually be scheduled within a year of the filing date.

**Assignment to Arbitration, Cost and Timelines:** Parties may stipulate to binding or non-binding judicial arbitration or the judge may order the matter to arbitration at the case management conference, held approximately 150 days after filing, if a case is valued at under \$50,000 and is "at issue". The court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. In addition, if parties select an arbitrator from the court's panel, the court will pay the arbitrator's fees. Superior Court

**3) SETTLEMENT CONFERENCES:** The goal of a settlement conference is to assist the parties in their efforts to negotiate a settlement of all or part of the dispute. Parties may, at any time, request a settlement conference before the judge assigned to their case; request another assigned judge or a pro tem to act as settlement officer; or may privately utilize the services of a retired judge. The court may also order a case to a mandatory settlement conference prior to trial before the court's assigned Settlement Conference judge.

**4) OTHER VOLUNTARY ADR:** Parties may voluntarily stipulate to private ADR options outside the court system including private binding arbitration, private early neutral evaluation or private judging at any time by completing the "Stipulation to Alternative Dispute Resolution Process" which is included in this ADR package. Parties may also utilize mediation services offered by programs that are partially funded by the county's Dispute Resolution Programs Act. These services are available at no cost or on a sliding scale based on need. For a list of approved DRPA providers, please contact the County's DRPA program office at (619) 238-2400.

**ADDITIONAL ADR INFORMATION:** For more information about the Civil Mediation Program, please contact the Civil Mediation Department at (619) 515-8908. For more information about the Judicial Arbitration Program, please contact the Arbitration Office at (619) 531-3818. For more information about Settlement Conferences, please contact the Independent Calendar department to which your case is assigned. Please note that staff can only discuss ADR options and cannot give legal advice.

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Bar number, and address)		FOR COURT USE ONLY
Sergio Feria, Esq. Law Offices of Sergio Feria (SBN: 105704) 225 Broadway Suite 1720 San Diego, CA 92101 TELEPHONE NO: (619) 234-8787 FAX NO: <del>111-111-1111</del> ATTORNEY FOR (Name): Plaintiff, Maria Y. Villasenor		
SUPERIOR COURT OF CALIFORNIA, COUNTY of San Diego STREET ADDRESS 330 West Broadway MAILING ADDRESS: (Same) CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Hall of Justice		
CASE NAME: Maria Y. Villasenor v. Chase Bank USA National Association, et al.		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> Unlimited <input type="checkbox"/> Limited (Amount demanded exceeds \$25,000) <input type="checkbox"/> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER:
		JUDGE: 37-2008-00084503-CU-CO-CTL DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)
Auto Tort	<input type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Auto (22)	<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Uninsured motorist (46)	<input type="checkbox"/> Other collections (08)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Asbestos (04)	<input checked="" type="checkbox"/> Other contract (37)
<input type="checkbox"/> Product liability (24)	<input type="checkbox"/> Real Property
<input type="checkbox"/> Medical malpractice (45)	<input type="checkbox"/> Eminent domain/inverse condemnation (14)
<input type="checkbox"/> Other PI/PD/WD (23)	<input type="checkbox"/> Wrongful eviction (33)
Non-PI/PD/WD (Other) Tort	<input type="checkbox"/> Other real property (26)
<input type="checkbox"/> Business tort/unfair business practice (07)	Enforcement of Judgment
<input type="checkbox"/> Civil rights (08)	<input type="checkbox"/> <input type="checkbox"/> Enforcement of judgment (20)
<input type="checkbox"/> Defamation (13)	Misellaneous Civil Complaint
<input type="checkbox"/> Fraud (16)	<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Intellectual property (19)	<input type="checkbox"/> Other complaint (not specified above) (42)
<input type="checkbox"/> Professional negligence (25)	Misellaneous Civil Petition
<input type="checkbox"/> Other non-PI/PD/WD tort (35)	<input type="checkbox"/> Partnership and corporate governance (21)
Employment	<input type="checkbox"/> Other petition (not specified above) (43)
<input type="checkbox"/> Wrongful termination (36)	
<input type="checkbox"/> Other employment (15)	

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- Large number of separately represented parties
- Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- Substantial amount of documentary evidence
- Large number of witnesses
- Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive

4. Number of causes of action (specify): Two (2)

5. This case  is  is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 5-27-08

Sergio Feria, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

## NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both, to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
- Asbestos Property Damage
- Asbestos Personal Injury/Wrongful Death
- Product Liability (not asbestos or toxic/environmental) (24)

## Medical Malpractice (45)

- Medical Malpractice—Physicians & Surgeons
- Other Professional Health Care Malpractice

## Other PI/PD/WD (23)

- Premises Liability (e.g., slip and fall)
- Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)

## Intentional Infliction of Emotional Distress

## Negligent Infliction of Emotional Distress

## Other PI/PD/WD

## Non-PI/PD/WD (Other) Tort Business Tort/Unfair Business Practice (07)

- Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)

- Defamation (e.g., slander, libel) (13)

## Fraud (16)

## Intellectual Property (19)

## Professional Negligence (25)

## Legal Malpractice

## Other Professional Malpractice (not medical or legal)

## Other Non-PI/PD/WD Tort (35)

## Employment

## Wrongful Termination (36)

## Other Employment (15)

## Contract

- Breach of Contract/Warranty (06)
- Breach of Rental/Lease
- Contract (*not unlawful detainer or wrongful eviction*)
- Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
- Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
- Collection Case—Seller Plaintiff
- Other Promissory Note/Collections Case
- Insurance Coverage (*not provisionally complex*) (18)
- Auto Subrogation
- Other Coverage
- Other Contract (37)
- Contractual Fraud
- Other Contract Dispute

## Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
- Writ of Possession of Real Property
- Mortgage Foreclosure
- Quiet Title
- Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

## Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

## Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
- Writ—Administrative Mandamus
- Writ—Mandamus on Limited Court Case Matter
- Writ—Other Limited Court Case Review
- Other Judicial Review (38)
- Review of Health Officer Order
- Notice of Appeal—Labor Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

## Enforcement of Judgment

- Enforcement of Judgment (20)
- Abstract of Judgment (Out of County)
- Confession of Judgment (*non-domestic relations*)
- Sister State Judgment
- Administrative Agency Award (*not unpaid taxes*)
- Petition/Certification of Entry of Judgment on Unpaid Taxes
- Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint (*not specified above*) (42)
- Declaratory Relief Only
- Injunctive Relief Only (*non-harassment*)
- Mechanics Lien
- Other Commercial Complaint Case (*non-tort/non-complex*)
- Other Civil Complaint (*non-tort/non-complex*)

## Miscellaneous Civil Petition

## Partnership and Corporate Governance (21)

Other Petition (*not specified above*) (43)

## Civil Harassment

## Workplace Violence

## Elder/Dependency Abuse

## Injunction Contested

## Petition for Negligent Infestation

## Petition for Negligent Infestation

## Petition for Negligent Infestation

**Tim Silverman**

**From:** lisa.m.young@jpmchase.com  
**Sent:** Tuesday, June 24, 2008 1:57 PM  
**To:** tim@sgsslaw.com  
**Cc:** Leslie.Toulson@chase.com  
**Subject:** Villasenor -- complaint



Villasenor --  
complaint.pdf (8...

Tim -- As we discussed, here is a copy of the Villasenor complaint. The GMM number for this case is 358544. I will send you additional information shortly, and Leslie will send you the account documents.

Thanks,  
Lisa

(See attached file: Villasenor -- complaint.pdf)

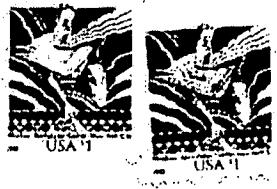
Lisa M. Young | ( W: 312.732.8463 | \*\*\* PLEASE NOTE NEW FAX NUMBER  
 \*\*\* 7 F: 312.732.8040 | Privileged / Confidential Attorney-Client Communication |

---

This communication is for informational purposes only. It is not intended as an offer or solicitation for the purchase or sale of any financial instrument or as an official confirmation of any transaction. All market prices, data and other information are not warranted as to completeness or accuracy and are subject to change without notice. Any comments or statements made herein do not necessarily reflect those of JPMorgan Chase & Co., its subsidiaries and affiliates.

This transmission may contain information that is privileged, confidential, legally privileged, and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is STRICTLY PROHIBITED. Although this transmission and any attachments are believed to be free of any virus or other defect that might affect any computer system into which it is received and opened, it is the responsibility of the recipient to ensure that it is virus free and no responsibility is accepted by JPMorgan Chase & Co., its subsidiaries and affiliates, as applicable, for any loss or damage arising in any way from its use. If you received this transmission in error, please immediately contact the sender and destroy the material in its entirety, whether in electronic or hard copy format. Thank you.

Please refer to <http://www.jpmorgan.com/pages/disclosures> for disclosures relating to UK legal entities.



**FROM**

LAW OFFICES OF  
**SERGIO FERIA**  
A PROFESSIONAL CORPORATION  
225 BROADWAY, SUITE 1720  
SAN DIEGO, CALIFORNIA 92101

**TO**

CT Corporation System  
818 West Seventh Street  
Los Angeles, CA 90017

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## I. (a) PLAINTIFFS

MARIA Y. VILASHA, JR.

## (b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

Mon 01/62

## DEFENDANTS

CHASE BANK USA

NATIONAL ASSOCIATION 27 AM 11:13

## (c) Attorney's (Firm Name, Address, and Telephone Number)

SPRING FEDERAL  
125 Broadway #1720 S.O. 52101

## II. BASIS OF JURISDICTION

(Place an "X" in One Box Only)

 1 U.S. Government Plaintiff 3 Federal Question  
(U.S. Government Not a Party) 2 U.S. Government Defendant 4 Diversity  
(Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES

(Place an "X" in One Box for Plaintiff and One Box for Defendant)

Citizen of This State

PTF DEF

 1  1

Incorporated or Principal Place of Business In This State

PTF DEF

 4  4

Citizen of Another State

PTF DEF

 2  2

Incorporated and Principal Place of Business In Another State

PTF DEF

 5  5

Citizen or Subject of a Foreign Country

PTF DEF

 3  3

Foreign Nation

PTF DEF

 6  6

## IV. NATURE OF SUIT

(Place an "X" in One Box Only)

## CONTRACT

## TORTS

## FORFEITURE/PENALTY

## BANKRUPTCY

## OTHER STATUTES

110 Insurance  
 120 Marine  
 130 Miller Act  
 140 Negotiable Instrument  
 150 Recovery of Overpayment & Enforcement of Judgment  
 151 Medicare Act  
 152 Recovery of Defaulted Student Loans (Excl. Veterans)  
 153 Recovery of Overpayment of Veteran's Benefits  
 160 Stockholders' Suits  
 190 Other Contract  
 195 Contract Product Liability  
 196 Franchise

310 Airplane  
 315 Airplane Product Liability  
 320 Assault, Libel & Slander  
 330 Federal Employers Liability  
 340 Marine  
 345 Marine Product Liability  
 350 Motor Vehicle  
 355 Motor Vehicle Product Liability  
 360 Other Personal Injury

PERSONAL INJURY  
 362 Personal Injury - Med. Malpractice  
 365 Personal Injury - Product Liability  
 368 Asbestos Personal Injury Product Liability  
 PERSONAL PROPERTY  
 370 Other Fraud  
 371 Truth in Lending  
 380 Other Personal Property Damage  
 385 Property Damage Product Liability

610 Agriculture  
 620 Other Food & Drug  
 625 Drug Related Seizure of Property 21 USC 881  
 630 Liquor Laws  
 640 R.R. & Truck  
 650 Airline Regs.  
 660 Occupational Safety/Health  
 690 Other

422 Appeal 28 USC 158  
 423 Withdrawal 28 USC 157  
 PROPERTY RIGHTS  
 820 Copyrights  
 830 Patent  
 840 Trademark

400 State Reapportionment  
 410 Antitrust  
 430 Banks and Banking  
 450 Commerce  
 460 Deportation  
 470 Racketeer Influenced and Corrupt Organizations  
 480 Consumer Credit  
 490 Cable/Sat TV  
 810 Selective Service  
 850 Securities/Commodities Exchange  
 875 Customer Challenge 12 USC 3410  
 890 Other Statutory Actions  
 891 Agricultural Acts  
 892 Economic Stabilization Act  
 893 Environmental Matters  
 894 Energy Allocation Act  
 895 Freedom of Information Act  
 900 Appeal of Fee Determination Under Equal Access to Justice  
 950 Constitutionality of State Statutes

## REAL PROPERTY

210 Land Condemnation  
 220 Foreclosure  
 230 Rent Lease & Ejectment  
 240 Torts to Land  
 245 Tort Product Liability  
 290 All Other Real Property

CIVIL RIGHTS  
 441 Voting  
 442 Employment  
 443 Housing/ Accommodations  
 444 Welfare  
 445 Amer. w/Disabilities - Employment  
 446 Amer. w/Disabilities - Other  
 440 Other Civil Rights

PRISONER PETITIONS  
 510 Motions to Vacate Sentence  
 Habeas Corpus:  
 530 General  
 535 Death Penalty  
 540 Mandamus & Other  
 550 Civil Rights  
 555 Prison Condition

710 Fair Labor Standards Act  
 720 Labor/Mgmt. Relations  
 730 Labor/Mgmt. Reporting & Disclosure Act  
 740 Railway Labor Act  
 790 Other Labor Litigation  
 791 Empl. Ret. Inc. Security Act

861 HIA (1395ff)  
 862 Black Lung (923)  
 863 DIWC/DIWW (405(g))  
 864 SSID Title XVI  
 865 RSI (405(g))

870 Taxes (U.S. Plaintiff or Defendant)  
 871 IRS—Third Party 26 USC 7609  
 FEDERAL TAX SUITS

## V. ORIGIN

(Place an "X" in One Box Only)

 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Recreated 5 Transferred from another district (specify) 6 Multidistrict Litigation

Appeal to District Judge from Magistrate Judgment

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 USC Section 1332 (a)

Brief description of cause:

REMOVAL OF STATE COURT ACTION OUT TO DIVERSITY

## VII. REQUESTED IN COMPLAINT:

 CHECK IF THIS IS A CLASS ACTION  
UNDER F.R.C.P. 23

## DEMANDS

CHECK YES only if demanded in complaint:

JURY DEMAND:  Yes  No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

6/27/08

SIGNED AND ATTORNEY OF RECORD

07/22

FOR OFFICE USE ONLY

RECEIPT # 152344

AMOUNT \$350

APPLYING FEE

JUDGE

MAG. JUDGE

TAC 6/27/08

**UNITED STATES  
DISTRICT COURT**  
SOUTHERN DISTRICT OF CALIFORNIA  
SAN DIEGO DIVISION

**# 152364 - TC**

**June 27, 2008  
11:17:25**

**Civ Fil Non-Pris**

USAO #: 08CV1152  
Judge.: LARRY A BURNS  
Amount.: \$350.00 CK  
Check#: BC0942

**Total-> \$350.00**

FROM: MARIA VILLASENOR  
VS  
CHASE BANK

FILED

1 Timothy J. Silverman, Esq. [SBN 145264]  
 2 SOLOMON, GRINDLE, SILVERMAN & SPINELLA,  
 3 A Professional Corporation  
 4 12651 High Bluff Drive, Suite 300  
 5 San Diego, CA 92130  
 6 Telephone: (858) 793-8500  
 7 Facsimile: (858) 793-8263  
 8 Attorneys for Defendant,  
 9 CHASE BANK USA NATIONAL ASSOCIATION

2008 JUN 27 AM 11:15

SOUTHERN DISTRICT OF CALIFORNIA

BY VNH DEPUTY

VIA FAX

8 UNITED STATE DISTRICT COURT  
 9 SOUTHERN DISTRICT OF CALIFORNIA

11 MARIA Y. VILLASENOR, individually and )  
 12 as Successor in Interest of MARCO A. )  
 13 VILLASENOR, deceased, )

Case No: '08 CV 1152 LAB BLM

13 Plaintiff, )

## CERTIFICATE OF SERVICE

14 -vs- )

15 CHASE BANK USA NATIONAL )  
 16 ASSOCIATION, a corporation, which also )  
 17 does business as Chase and Chase Mastercard )  
 18 and Chase Advantage, and DOES 1 through )  
 19 10, inclusive; )

20 Defendants. )

21 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

22 I, Missy Kresl, declare as follows:

23 I am employed in the County of San Diego, State of California. I am over the age of 18 and not a  
 24 party to the within action; my business address is 12651 High Bluff Drive, Suite 300, San Diego, CA  
 25 92130.

26 On June 27, 2008, I served the following document(s): **NOTICE OF REMOVAL**, on  
 27 the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope  
 28 addressed as follows:

1 **Attorney for Plaintiff**

2 Sergio Feria, Esq.  
2 Law Offices of Sergio Feria  
2 225 Broadway, Suite 1720  
3 San Diego, CA 92101

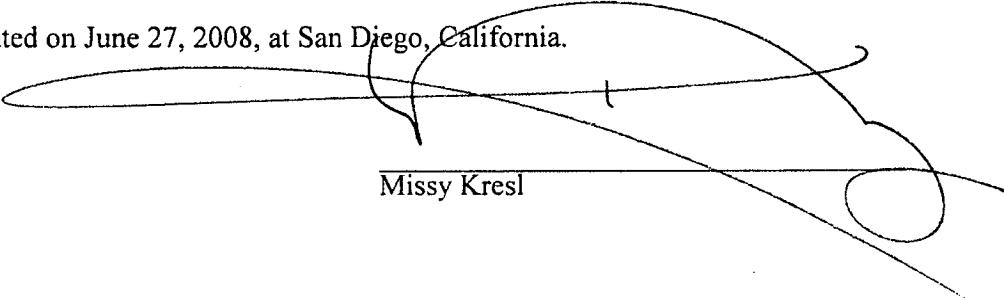
4 /X/ (BY MAIL) I caused such envelope with postage thereon fully prepaid to be placed in the United States  
5 mail at San Diego, California. I am "readily familiar" with the firm's practice of collection and  
6 processing correspondence for mailing. Under that practice it would be deposited with U.S. postal  
service on that same day with postage thereon fully prepaid at San Diego, California in the ordinary  
course of business.

7 / / (BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the offices of the  
8 addressee.

9 / / (VIA FACSIMILE TRANSMISSION) I caused such document to be sent via facsimile transmission on  
this date during regular business hours to the addressee(s) as shown on the attached service list.

10 / / (VIA ELECTRONIC TRANSMISSION) I caused such documents to be electronically transmitted on this  
11 date during regular business hours to the addressee(s) as shown on the attached service list.

12 /X/ (Federal) I declare under penalty of perjury under the laws of the United States of America that I  
13 am employed in the office of a member of the bar of this court at whose direction the service was  
made.

14  
15 Executed on June 27, 2008, at San Diego, California.  
16  
17   
18 Missy Kresl  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28